

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA
REGARDING THE REDUCTION
OF CERTAIN DEBTS OWED TO, GUARANTEED BY, OR INSURED BY
THE UNITED STATES GOVERNMENT

The Government of the United States of America (the "United States") and the Government of the Republic of Rwanda ("Rwanda") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of the Debt of the Republic of Rwanda, signed on March 7, 2002, and amended on October 29, 2002, the applicable domestic laws of the United States and Rwanda, and the September 1999 commitment of the President of the United States to provide 100 percent debt forgiveness to certain Heavily Indebted Poor Countries, the United States and Rwanda hereby agree to the reduction of certain Rwandan payments due as a result of debts owed to, guaranteed by, or insured by the United States Government.
2. With respect to amounts owed to the Export-Import Bank of the United States (Ex-Im Bank), Ex-Im Bank will notify Rwanda of the amounts reduced hereunder.

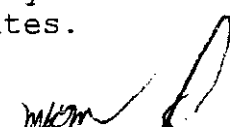
ARTICLE II

Definitions

1. "Contract" means the bilateral debt rescheduling agreement concluded between the United States and Rwanda on October 26, 1999.

A table listing the relevant Contract to be included under the reduction is attached hereto as Annex A.

Debt service due as a result of debts described above and effected through special payments mechanisms or other external accounts is covered by this Agreement.

2. "Consolidation Period" means the period from December 1, 2000, through June 30, 2003, inclusive.
 3. "Consolidated Arrears" mean 100 percent of the amounts of unpaid principal and interest, including Late Interest Charges, due as of November 30, 2000, inclusive, as a result of the Contract specified in this Article.
 4. "Consolidated Debt" means 100 percent of the amounts of principal and interest falling due during the Consolidation Period as a result of the Contract specified in this Article.
 5. "Late Interest Charges" mean interest on Consolidated Arrears accrued through November 30, 2000, and not paid in accordance with the terms of the Contract, notwithstanding the payment of such principal and interest after the original due dates.
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6. "Minute" means the Agreed Minute on the Consolidation of the Debt of the Republic of Rwanda, signed on March 7, 2002.
7. "Participating Creditor Countries" mean creditor countries that are signatories to the Minute.
8. "Completion Point" means the date on which the Boards of the International Monetary Fund (IMF) and the World Bank decide that the Republic of Rwanda has reached its Completion Point as defined under the Enhanced Debt Initiative for the Heavily Indebted Poor Countries.

ARTICLE III

Terms and Conditions of Payment

1. The amount equal to 100 percent of the Consolidated Debt and Consolidated Arrears is hereby cancelled.

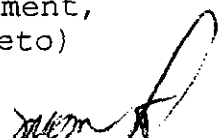
A table summarizing the amount of Consolidated Debt and Consolidated Arrears to be cancelled is attached hereto as Annex B and C respectively.

2. Adjustments in the amounts of Consolidated Debt and Consolidated Arrears may be made in writing, as necessary and by mutual consent.

ARTICLE IV

General Provisions

1. Rwanda shall seek to secure from external public or private creditors reduction and reorganization arrangements on terms comparable to those set forth in the Minute for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.
2. Rwanda guarantees the immediate and unrestricted transfer of the foreign exchange counterpart of all amounts paid in local currency by private debtors in Rwanda for servicing debt owed to, guaranteed by, or insured by the United States.
3. Except as may be modified by this Agreement, all terms of the Contract remain in full force and effect.
4. With respect to amounts owed to Ex-Im under this Agreement, Rwanda (referred to as the "Government" in Annex D hereto)



agrees to the additional terms and conditions set forth in Annex D.


Article V

Subsequent Debt Reduction

1. If Rwanda maintains satisfactory financial relations with the Participating Creditor Countries, fully implements all external debt agreements signed with them, maintains a sound adjustment track record, and the Boards of the IMF and the World Bank decide that Rwanda has reached its Completion Point, the United States agrees, in principle, to participate in a Paris Club meeting convened for the purpose of considering treatment of Rwanda's stock of debt. The United States agrees, in the context of equitable burden sharing among creditors, to take such actions as it deems appropriate to enable Rwanda to reach its debt sustainability objective.
2. The United States agrees to cancel 100 percent of the principal outstanding under the Contract, as modified by this Agreement or any other agreements reached between Rwanda and the Participating Creditor Countries, if the Participating Creditor Countries, on or before such date, convene a meeting to discuss the treatment of Rwanda's stock of debt and agree, in principle, at that meeting to reduce Rwanda's stock of debt.
3. If, following the conclusion of the Consolidation Period, the Paris Club determines that conditions in Rwanda warrant additional interim debt relief, the United States shall cancel 100 percent of Rwanda's principal and interest falling due during the interim period agreed to by the Paris Club.

ARTICLE VI

Suspension or Termination

1. The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to Rwanda. In particular, the United States may terminate all or part of this Agreement, if the Participating Creditor Countries determine that Rwanda has not met its obligations under the Minute, including those of comparable treatment. If the United States terminates all or part of this Agreement, all payments consolidated and cancelled under this Agreement shall be due and payable immediately upon notification to Rwanda of termination, with the exception of installments of
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principal and interest under the Contract that have not yet been consolidated pursuant to the terms of this Agreement. Such installments shall be payable in accordance with the terms of the underlying Contract.

2. This Agreement may be amended or modified by mutual consent of the United States and Rwanda.

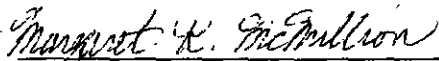
ARTICLE VII

Entry into Force

This Agreement shall enter into force following signature of the Agreement and written notice to Rwanda by the United States that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

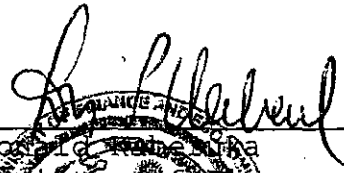
Done at Kigali, Rwanda, in the English language, the text being authentic, this 22nd day of April 2003.

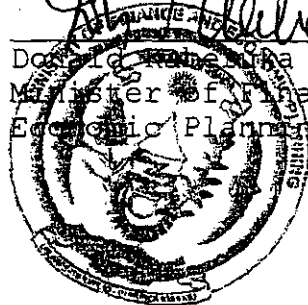
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


Margaret K. McMillion
Ambassador of the United States
of America



FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA


Donat Kabebe
Minister of Finance and
Economic Planning



Annex A
Contract Subject to Rescheduling

Export-Import Bank
Loan Number

R-239

Annex B
Summary of Consolidated Debt
(thousands of US dollars)

Ex-Im 72

Total 72

Annex C
Summary of Consolidated Arrears
(thousands of US dollars)

Ex-Im 0

Total 0

ANNEX D
ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO
AMOUNTS CANCELLED BY EX-IM BANK

The Government of the Republic of Rwanda, (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owed to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the United States of America and the Government:

A. Representations. The Government represents and warrants that it has taken all actions necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public, and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce the Government's obligations under this Agreement.

B. Miscellaneous Provisions.

1. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Treasurer-Controller
Telex: 89461 EX-IM BANK WSH
197681 EXIM UT
Facsimile: (202) 565-3294

2. Governing Law. The Ex-Im Bank portion of this Agreement shall be governed by and construed in accordance with, the laws of the District of Columbia, United States of America.